

INVITATION TO BID

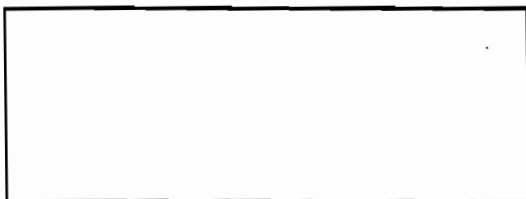
STATE OF LOUISIANA

DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

BIDS WILL BE PUBLICLY OPENED:

JAN 25, 2007 10:00 AM

PURCHASING AGENCY NO. : 107001

VENDOR NO. :
SOLICITATION : 2213079
FILE NO. :
OPENING DATE : 01/25/07**SEE NO. 8 BELOW. RETURN BID TO**
10:00 AM

2213079 01/25/07

OFFICE OF STATE PURCHASING
OFFICE OF STATE PURCHASING
POST OFFICE BOX 94095
BATON ROUGE, LA 70804-9095

BUYER : LELIA ACHEE
 BUYER PHONE : (225) 342-8018
 DATE ISSUED : 12/21/06
 REQ. AGENCY : 107001 FOLD HERE-->
OFFICE OF STATE PURCHASING
 AGENCY REQ. NO. : 92090
 ISIS REQ. NO. : 1295133
 VENDOR PHONE :
 FISCAL YEAR : 07
 CLASS/SUBCLASS : 78505
 SCHEDULED BEGIN DATE : 00/00/00
 SCHEDULED END DATE : 00/00/00
 T-NUMBER : 92090

*SCHOOL SUPPLIES/INSTRUCTIONAL MATERIALS
& CLASSROOM EQUIPMENT - CATALOG CONTRACT*

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____.
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.
7. DESIRED DELIVERY: _____ 010 DAYS ARO _____.
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

FOLD HERE-->

VENDOR PHONE NUMBER:
FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.
(MUST BE SIGNED)NAME OF BIDDER
(TYPED OR PRINTED)

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:
 NA
 NA
 NA

13. BID FORMS.
 ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
 A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
 B. BID FILLED OUT IN PENCIL; AND
 C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.
 ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.
 BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.
 BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES.
 UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.
 BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.
 VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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<p>21. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS. UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION. ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
CLAIBORNE BUILDING, SUITE 2-160
1201 NORTH THIRD STREET
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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- 4 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.
- 5 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.
- 6 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.
- 7 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.
- 8 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES _____

SPECIFY LINE NUMBER(S) : _____

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SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES _____ NO _____

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES _____ NO _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

9 ***** PLEASE NOTE - ACTION NEEDED IN THIS CLAUSE HAS CHANGED*****

COOPERATIVE PURCHASE. POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS (DESCRIBED BELOW), MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, PERMIT POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS TO PURCHASE FROM ANY CONTRACTS AWARDED AGAINST THIS SOLICITATION. PLEASE CHECK ALL THAT APPLY:

_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL SUBDIVISIONS OF THE STATE.

_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO AGENCIES OF THE UNITED STATES GOVERNMENT.

_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO OTHER BUYING ORGANIZATIONS (OTHER THAN THE UNITED STATES GOVERNMENT), NOT LOCATED IN THIS STATE WHICH, IF LOCATED IN THIS STATE, WOULD QUALIFY AS A PUBLIC PROCUREMENT UNIT.

10 ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.

11 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS ARE MORE OR LESS THAN THE QUANTITIES SHOWN.

12 ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR

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<p>REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.</p> <p>13 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>14 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.</p> <p>A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV</p> <p>15 CONTRACT PERFORMANCE EVALUATION IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO WWW.STATE.LA.US/OSP/ONLINEFORMS/FORMLISTING.HTM OR CALL FOR A COPY.</p> <p>AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.</p> <p>16 QUALITY LEVEL:</p> <p>THE SPECIFICATIONS REFERRED TO IN THIS SOLICITATION ARE INTENDED TO BE DESCRIPTIVE, BUT NOT RESTRICTIVE. THE AWARD WILL BE MADE IN THE BEST INTEREST OF THE STATE, WITH CONSIDERATION GIVEN TO THE PURPOSES FOR WHICH THE ITEMS IS REQUIRED.</p> <p>ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SOLICITATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED, AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION.</p> <p>17 QUESTIONNAIRE:</p> <p>YOUR NORMAL HOURS OF OPERATION: _____</p> <p>ARE YOU WILLING TO FURNISH SUPPLIES/SERVICES OUTSIDE OF YOUR NORMAL HOURS OF OPERATION? _____</p> <p>IF YES, WILL CONTRACT PRICES APPLY? _____</p> <p>IF NOT, EPXLAIN _____</p> <p>IF YOUR FACILITY IS RENDERED INOPERABLE, DO YOU HAVE SOURCES FROM WHICH SUPPLIES/SERVICES CAN STILL BE PROVIDED? _____</p>			

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<p>IF THE ANSWER IS YES, STATE THE LOCATION OF THE FACILITY(IES) FROM WHICH SUPPLIES/SERVICES WILL BE PROVIDED:</p> <p>_____</p> <p>EMERGENCY CONTACT INFORMATION: (YOU MAY ATTACH OTHERS IF APPLICABLE) NAME: _____ PHONE # : _____ BUSINESS E-MAIL: _____ ANY ALTERNATURE NUMBERS OR E-MAIL ADDRESSES: _____</p> <p>18 PRICES ARE TO BE BID IN THE UNIT OF MEASURE REQUESTED (PER ROLL, PER REEL, PER CARTON, PER GALLON, ETC.).</p> <p>19 PACKAGING: UNLESS OTHERWISE SPECIFIED, THE COMMODITIES SHALL BE PACKED IN SUBSTANTIAL COMMERCIAL CONTAINERS OF THE TYPE, SIZE AND KIND COMMONLY USED FOR THE PURPOSE, SO CONSTRUCTED AS TO INSURE ACCEPTANCE AND SAFE DELIVERY AS CALLED FOR IN THIS CONTRACT.</p> <p>20 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.</p>			

PRICE SHEET

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NUMBER : 2213079
OPEN DATE : 01/25/07 TIME: 10:00 AM
T-NUMBER : 92090

BIDDER:

PAGE
9

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY				
00001	COMMODITY CODE: 785-05-034368 TO ESTABLISH AN SCHOOL SUPPLY CATALOG CONTRACT IN ACCORDANCE WITH SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH HEREIN, AND ATTACHED HERETO. DISCOUNT OFFERED ON ITEMS LISTED IN THE BIDDER'S MOST CURRENT CATALOG. ELIGIBLE ITEMS FOR PURCHASE FROM THIS CONTRACT INCLUDE; SCHOOL SUPPLIES, INSTRUCTIONAL MATERIALS, AND CLASSROOM EQUIPMENT. EXCLUDING FURNITURE AND ALL ELIGIBLE ITEMS WITH A NET DISCOUNTED PRICE GREATER THAN \$1,000. SPECIFY BIDDER'S MOST CURRENT CATALOG _____ DATED: _____ PLEASE REFER TO THE PRODUCTS LIST, "ATTACHMENT A" FOR SUBMISSION OF PRICING AND DISCOUNT	1	DISC		

INVITATION TO BID (ITB)
SCHOOL SUPPLIES/EDUCATIONAL INSTRUCTIONAL
MATERIALS, AND CLASSROOM EQUIPMENT
SOLICITATION # 2213079

PURPOSE AND BACKGROUND: The purpose of this Invitation to Bid (ITB) is to establish a statewide miscellaneous school supplies contract for eligible items from the vendor's catalog for use by all State agencies, political subdivisions and quasi agencies, as well as any state, public, private and/or parochial schools. The purpose includes but is not necessarily limited to:

- Securing a qualified single source provider to supply and deliver on a statewide basis a full line of educational, instructional materials, and classroom equipment as may be required.
- Improving the overall effectiveness and efficiency of the school supply procurement process particularly in ease of administering, ordering, receiving, and paying.
- Providing agencies with timely delivery of quality school supply products at competitive, affordable prices and lowering of overhead costs.

The historical annual volume of this highly transactional contract is approximately \$8,080,611.43, with "ship-to" destinations throughout the State of Louisiana comprising of State agencies, approved quasi agencies and political subdivisions, public, private and parochial schools. This solicitation references these estimates as a general indication of the needs of the State. The 8,080,611.43 dollar amount includes the amount spent to restock schools in the recovery school district as a result of Hurricane Katrina. No commitment of any kind is made concerning the estimated value or potential users of this contract.

CALENDAR OF EVENTS:

Release of Invitation to Bid	December 21, 2006
Deadline to Receive Inquiries*	January 4, 2007
Response to Inquiries	January 11, 2007
Bid Opening Date	January 25, 2007
Post Award Meeting	to be scheduled

The State of Louisiana reserves the right to deviate from these dates.

***INQUIRIES**

An initial inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the State's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC (*). If necessary, another addendum will be issued to address the final questions received. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

* Note: LaPAC is the State's online electronic bid posting and notification system resident on State Purchasing's website [www.doa.Louisiana.gov/osp] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof are considered formally given as of their respective dates of posting.

Inquiry Instructions:

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any State employee or State consultant. The State shall only consider written and timely communications from bidders.

Inquiries shall be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the State. Answers to questions that change or substantially clarify the solicitation shall be issued by

addendum and provided to all prospective bidders. Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing
Attn: Lelia Achee
P. O. Box 94095
Baton Rouge, LA 70804-9095
Fax: (225) 342-8688
E-Mail: lelia.achee@la.gov

Courier/Hand Delivered
Office of State Purchasing
Attn: Lelia Achee
1201 North Third Street
Claiborne Building, Suite 2-160
Baton Rouge, LA 70802

SPECIAL TERMS AND CONDITIONS

1. Delivery Requirements:

The statewide delivery for all items covered in the contract shall be within ten (10) days after receipt of order. Deliveries are to be made between the hours of 8:00 a.m. and 4:00 p.m. except on State holidays. Political subdivisions and quasi agencies authorized to purchase under this contract may not observe the same holidays as State agencies.

All shipments shall be F.O.B. destination (from contractor's to customer's location) to the address specified by the customer on the order even at those sites where multiple locations exist at the same address (such as a university campus, hospital, office complex, etc.), such shipment could be to an individual's office, workstation, the customer's warehouse, central stores, etc. at the discretion of the ordering agency.

2. Order Fill Rate:

The contractor shall maintain a monthly fill rate of at least 95% on all orders. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating the order fill rate. The order fill rate is the percentage of total orders that have all lines filled.

3. Back Orders:

The Contractor shall notify the agency within 48 hours of any item on the order that can not be filled within the specified delivery period. The balance of the order is not to be held due to the back order item(s).

4. Substitutions/Discontinued Items:

- A. Only brands and product numbers listed in the catalog submitted with the bid are approved for delivery under this contract. Any substitutions must receive prior written approval of the Director of State Purchasing or designee.
- B. The contractor shall notify the Office of State Purchasing of any item in the approved catalog that is discontinued by a manufacturer. This notification must be substantiated by written notice from the applicable manufacturer. A request for a replacement item of comparable value and quality shall be sent to the Office of State Purchasing for review/approval.

5. Product Returns:

- A. Contractor shall arrange for the return of all defective, outdated, and/or damaged products, and/or duplicate shipments received by the agency within thirty (30) days of receipt of the order. The contractor shall not charge a restock or a pickup fee for such
- B. Contractor shall arrange for the return of products ordered in error. The agency may be responsible for shipping charges and a restocking fee not to exceed 15% of the actual sale price of the item, if applicable. Returned products must not have been used, must be in the manufacturer's original packaging container, and include all manufacturer's packaging and instructions in good condition.
- C. All returns described above must be executed within thirty (30) days of receipt of order. A return authorization shall be issued by the contractor within seven (7) days of notification by the agency. The contractor shall promptly credit the invoice and issue a credit notification to the affected agency.

6. Exclusions:

All eligible items with a net discounted price greater than \$1,000 are not eligible for purchase under this contract. Eligible items for purchase include school supplies, instructional materials and classroom equipment.

7. Ordering:

- A. Orders may be placed by users on-line, by facsimile, mail, and telephone at the discretion of the user.
- B. Contractor shall provide confirmations of order receipts and credit returns at the discretion of the end user.
- C. Contractor shall have in place a process to notify the ordering agency of any discrepancies related to the order, i.e. pricing, incorrect stock numbers, unit of measures, etc. within 8 business hours of receipt of order in to provide the agency timely resolutions.
- D. Contractor shall notify the agency within forty-eight (48) hours of receipt of order of any item that cannot be filled within the specified delivery period. The balance of the order is not to be held due to the back order items(s).
- E. Contractor shall include a packing slip, which will be used for receiving delivered items. All items not included in the order shall be noted on this packing slip.
 - 1. Agency assigned order number
 - 2. Ship-to Address, Contact Name and Telephone Number
 - 3. Bill to Address
 - 4. Date of Order
 - 5. Contract Number
 - 6. Catalog Stock Number, Item Description, net Unit Cost, Unit of Measure
 - 7. Quantity Ordered, Quantity Shipped
 - 8. Extended and Total Dollar Amounts
 - 9. Agency's Account Number
 - 10. Contractor's assigned sales order number
- F. Contractor shall provide an appropriate document, which serves as a "proof of delivery" which will be signed by customer at time of receipt of order. This document must list the agency assigned order number, number of packages received, delivery address, contact person and telephone number. This is minimal information to ensure the proper matching of document with the packing slip, agency assigned order number, and the invoice number.

G. Contractor shall not charge any sales taxes to tax exempt State customers.

8. "LaCARTE" PROCUREMENT CARD PURCHASES

The State of Louisiana has implemented a purchasing card program, "LaCarte", using the Visa® platform. Contractors may receive payment from State Agencies by accepting the purchasing card in the same manner as other Visa purchases. For purchases paid by the "LaCarte" procurement card, a purchase order will not be issued. For credit card purchases all terms and conditions of the contract shall apply. The contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased products have been shipped. All orders placed will utilize the net discounted prices.

9. Minimum Order:

The minimum amount for any single order shall be \$50.00. On orders for less than the minimum, the delivery charge will be prepaid by the vendor and added to the invoice. The Contractor must include a bill of lading or proof of actual shipping charges with the invoice. In no case shall the agency pay more than the actual shipping charge.

10 Contractual Period:

The State of Louisiana intends to award the contract for an initial period, not to exceed 12 months. Delays in awarding beyond the anticipated starting date may result in a change in the contract period. If this situation occurs, an initial award may be made for less than a 12-month period. At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same quoted discounts, terms, and conditions. Contract is not to exceed thirty-six (36) months.

The Office of State Purchasing is the sole authority in any changes, modifications, amendments, alterations, clarifications, prices, specifications, terms, and conditions of the contract.

11. CONTRACT REPORTING REQUIREMENTS

The Contractor shall supply to the Office of State Purchasing a comprehensive usage report not later than ninety (90) days prior to the expiration of each

contract period. The Office of State Purchasing reserves the right to validate the accuracy of the information in all required reports. Failure to submit timely and accurate information may result in cancellation of the contract. The contents of the report shall include, but not necessarily be limited to, a breakdown of purchases:

- a. by category purchases in both dollar amounts and quantities purchased in descending order.
- b. include the item name, brand, product number, list price, and net discounted price.

Examples of reporting capabilities will be required from the successful contractor.

All reports, whether supplied on disc, CD-Rom, or as a hard copy produced by the contractor on his dealer/distributor's software, shall be required to provide fault-free performance in the manipulation of data.

12. Right to Audit:

The State Legislative Auditor, Federal Auditors, and Internal Auditors of the Division of Administration, or others designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

13. Packaging and Labeling:

Each item shall be packaged in accordance with standard commercially accepted methods. Contractors are encouraged to consider delivery methods that utilize recyclable or reusable packaging material and containers.

14. Current Products:

All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

15. Customer Service/Support:

- A. The contractor shall have a local account manager designated as the exclusive single point of contact that will coordinate the administration of the statewide school supplies catalog contract. This is a highly transactional contract with respect to products and services.
- B. Contractor shall have a toll free telephone number and a fax number for associated activities under this contract.
- C. The State may require references from any bidder being considered for an award. All bidders responding to this request for bid should have experience supplying accounts with multi-location facilities. Bidders shall supply, upon request, information on at least (3) customers who may be contacted as references.
- D. Bidder shall be required to demonstrate experience in providing the type of service in the same size and scope as requested in this Invitation to Bid. The State may require written documentation to substantiate compliance.
- E. The State reserves the right to require additional information from bidders and to determine accuracy of bid response information. If additional information is requested, the bidder should furnish it within the State's stipulated deadline. Failure to do so may result in rejection of the bid response.

16. Bid Submission Catalog:

- A. *A copy of the catalog from which prices are quoted on Attachment "A" shall be submitted with the bid. If list prices are not pre-printed in the catalog, a separate official comprehensive price list (list prices) covering all items in the catalog is acceptable for submission along with the catalog. Failure to submit a copy of the catalog and/or price list with the bid will result in rejection of bid. All items eligible for purchase shall be available from a single catalog. Multiple catalogs are not acceptable.*
- B. The catalog from which bidder's discount is quoted must be the most current catalog available at the time of the bid opening. A copy of this catalog shall be submitted with bid. The proposed catalog must be the

vendor's most current, commercially available published catalog. The catalog must also be the vendor's most inclusive catalog which offers a broad and varied line of school supplies in order to offer customers choice of brands and quality levels. Bidder's catalog shall be dated, and shall contain all products specified on the Product List, Attachment "A". The catalog shall include detailed descriptions of the products, list prices, including pictures sufficient for customers to easily select desired products. Failure to submit a copy of the catalog with the bid will result in rejection of bid.

17. CATALOG FOR GENERAL DISTRIBUTION:

The Contractor shall meet with the office of State Purchasing within 10 days of notification of award to discuss the format, content, etc. of information to be included on the label to be affixed to the outside of the catalog. After the Office State Purchasing's approval of the label, the contractor shall have printed a minimum of 6,00 labels to be affixed to catalogs in preparation for the contractor distribution within 10 days of approval.

Contractor shall maintain a list of active State customers to whom catalogs are sent. Contractor's catalog must also include the approved applicable procedures and instructions regarding ordering, pricing, back order policy, delivery of merchandise procedure, return of merchandise policy, etc. as they apply to the requirements stated in the contract. Catalogs shall be provided at no charge.

Whenever there is a reduction in price, which is lower than the contract price offered to similarly situated customers contracting for the same period and under the same terms and conditions, this reduction must be presented directly to the Director of State Purchasing. No price reduction on a statewide contract may be offered to any agency unless that reduction is offered to all agencies. This provision also applies to any price reductions that are advertised in promotional flyers, sale catalogs, etc. on items that are listed in the contract catalog. Any such offer must be presented for prior approval to the Office of State Purchasing a minimum of fifteen (15) days in advance of proposed start date of promotion.

Any terms and conditions contained in contractor's catalog contrary to those of the State of Louisiana are nullified. The solicitation and any resultant contract award shall contain all terms and conditions with respect to the commodities herein.

18. NEW CATALOG ROLLOUT:

The Office of State Purchasing will allow one (1) catalog update during each twelve (12) month period of the contract term. A copy of the new catalog shall be submitted to the Office of State Purchasing for review and approval at least forty-five (45) days prior to the effective date of implementation of the new catalog. The quoted discounts shall remain firm and fixed throughout the entire period of the contract. The Office of State Purchasing reserves the right to reject catalog updates that do not reflect competitive market prices.

19. PRICE SUBMISSION INSTRUCTIONS:

A Microsoft Excel spreadsheet has been prepared for bidders to submit their prices for the products appearing on the Products List, Attachment "A". Bidders shall use this spreadsheet to submit their price information. Bidders are required to quote a price for all products (lines 1 through 44) listed on the Products List, Attachment "A".

In the spaces provided on top of page Attachment A, the bidders are to quote the discount off list price for school supplies, instructional materials, and classroom equipment. The discount quoted shall be utilized to compute the net price of lines 1 through 44 as well as like items contained in the bidder's catalog. The discount quoted shall remain firm and fixed throughout the entire period of the contract.

The quoting of multiple discounts for the school supplies, instructional materials, or classroom equipment items shall not be accepted.

Bidders shall enter the brand and model number bid (if bidding other than specified), catalog page number, catalog list price, discounted net unit price, and the net extended total. The State shall not pay more than the list price for any item eligible for purchase under this contract. Failure to submit the Products List spreadsheet, Attachment "A", or one that is improperly completed will be cause for rejection.

Any reference to a brand/model number is not intended to exclude any vendor from offering products that meet and/or exceed specifications. This reference is to establish the standard of quality the State requires by addressing pertinent elements.

The State reserves the right to reject individual line items from "Attachment A" in the event equivalent items or brands of comparable quality and specification cannot be determined. The State has final authority for deeming brand and product number equivalency based on published specifications. The State also reserves the right to reject any and all proposals submitted in response to this Invitation to Bid (ITB) and to waive any informality.

The quantities indicated on "Attachment A" are estimates only. This information was derived from vendor historical sales figures for eligible entities of the State. No commitment of any kind is made concerning the purchase quantities, estimated value or potential users of this contract.

20. Method of Award:

The Office of State Purchasing has selected a products list of forty four (44) frequently purchased school supply items to be used as a price model for award purposes, as representative of the bidder's discounted catalog balance. This products list is Attachment "A" of this solicitation. All items listed, or an approved equal, must appear in bidder's catalog. All items (lines 1 through 44) must be bid. These items will be utilized for cost evaluation purposes only in the determination of the award and will not be itemized on the contract.

The bidder's total will be determined by extending the computed net contract price (i.e., catalog list price less the applicable quoted discount) by the estimated quantities. Net extended prices will be totaled for overall dollar amount.

The Division of Administration intends to award this contract to a single bidder based on the grand total of the net extended prices on "Attachment A" for lines 1 through 44.

21. Non-Exclusivity: This contract is non-exclusive and shall not in any way preclude State agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

22. Warranty:

Any manufacturer's warranties or guarantees normally offered on items covered under this contract shall be applicable.

23. Cancellation:

The State of Louisiana reserves the right to cancel this contract with thirty (30) days written notice.

24. Contract Volume Discounts (Optional)

The contractor may elect to issue a volume rebate at the end of each contract period based on total sales against the contract for State agencies and political subdivisions. This volume rebate will not be considered by the Office of State Purchasing in the contract award, used by the bidder as a basis for determining front-end prices of products required under this contract, or as an incentive to continue and/or renew the contract at the end of the contract period. If the contractor elects to provide a sales volume rebate, the rebate must be in the form of a check from the contractor made payable to the Office of State Purchasing, Division of Administration and accompanied by a detailed sales volume summary.

Sales volumes exceeding \$_____ = _____% of total sales volume

Sales volumes exceeding \$_____ = _____% of total sales volume

Sales volumes exceeding \$_____ = _____% of total sales volume

Attachment "A" - Products List
Solicitation Number: 2213079

File No. T-92090

DISCOUNT FROM LIST PRICES _____ %

Name of Bidder: _____ Completed by: _____										
Line No.	BRAND	MODEL	PRODUCT DESCRIPTION	UOM	Qty	Catalog Page No.	Catalog List Price	Unit Price	Extended Total	
1	Elmer's Specify brand bid	E-510 Model Bid	School glue stick, safe, non-toxic, clear, dry fast and clear. Perfect for use on paper, photos and fabrics. Washes out with soap and water. Handy twist-up applicator	Each	46,042					
2	Dixon Oriole	069539-School Specialty Model bid	12886 Pre-sharpened #2 pencils, Hexagonal wood pencil with rounded edges. Bonded for break-resistant writing. Aluminum ferrules and red eraser. Medium soft with standard yellow finish. Price per dozen	Doz	12,567					
3	School Smart Specify Brand Bid	26029 Model Bid	Composition Book, marbleback. Black marble covers taped and sewn to 16lb. White sulphite paper. For use with pen and pencil Wide ruled with red margin lines. Useful weights and measures info printed on back cover. Ruled 3/8" 9-3/4"x7-1/2", 100 sheet count.	Each	12,414					
4	Dixon Oriole Specify brand bid	12872 Model Bid	Pencil, Dixon Oriole and Dixon #2 pencils, Hexagonal wood pencil with rounded edges. Bonded for break-resistant writing. Aluminum ferrules and red erasers. Oriole #2 soft standard yellow finish. Price per dozen	Doz	11,247					
5	Crayola Specify brand bid:		52-0024 Crayons Crayola Tuck box/24 regular size: 3-5/8" x 5/16"	Box	10,067					

Attachment "A" - Products List (continued - lines 6 - 13)
Solicitation Number: 2213079 File No. T-92090

DISCOUNT FROM LIST PRICES _____ %

Name of Bidder:				Completed by:					
LINE NO.	BRAND	Model Bid	PRODUCT DESCRIPTION	UOM	Qty	Catalog Page No.	Catalog List Price	Unit Price	Extended Total
6	Crayola		Crayon Crayola Tuck box/16	Box	9,324				
	Specify brand bid:	Model Bid	regular size: 3-5/8" x 5/16"						
7	School Smart		Index Card, 3x5, white, ruled, pk/100	Pkg	8,485				
	Specify brand bid:	Model Bid	90# index stock.						
8	Post-it		2027 Post-it Memo Cube Bright	Each	8,170				
	Specify brand bid:	Model Bid	3" x3", Assorted super sticky colors						
			390 sheet/cube						
9			552375 - 8.5 x 11", 20# white copy paper, multi-purpose white (copier, mimeograph, and duplicator) papers, 500 sheets/ream	Ream	7,972				
	Specify brand bid:	Model Bid							
10	Crayola		Colored Pencils, Crayola, 3.3mm lead, non-scratch color, soft lead, presharpener, 12 full size, must be certified AP non-toxic	Set	7,781				
	Specify brand bid:	Model Bid							
11	Crayola		Crayola Wash Glue Stick .29 oz.	Each	7,119				
	Specify brand bid:	Model Bid	glue stick is washable and non-toxic. Goes on blue and dries clear. Features a snap-on cap and a wide base to stand upright.						
12	School Smart		10080 10 1/2x8" spiral bound composition book, five (5) subject, 200 sheet count, 11/32" ruled, white, 16# sulphite bond or eye-eze green tint paper. Eye-eze books have a brown Kraft cover. Ruled margins, and three-hole punched	Each	6,664				
	Specify brand bid:	Model Bid							
13	School Smart	68936	school glue, 4 oz.	Each	6,588				
	Specify brand bid:	Model Bid	washable, Must be certified - AP non-toxic.						

[illegible]

Attachment "A" - Products List (continued - lines 21-28)										DISCOUNT FROM LIST PRICES			%
Solicitation Number: 2213079										File No. T - 92090			
Name of Bidder:										Completed by:			
Line No.	Brand	Model	Product Description	UOM	Qty	Catalog Page No.	Catalog List Price	Unit Price	Extended Total				
21	Meriam Webster	MER_930	MER-930 The M-W Dictionary	Each	5,347								
	Specify brand bid:	Model Bid	collegiate dictionary, eleventh edition approx. 75,000 entries. Paperback, 4-3/16" x 6-7/8", approx. 960 pages										
22	Elmer's	E-308NR	E-308NR 8 oz. school glue	Each	5,275								
	Specify brand bid:	Model Bid	Launders out completely with soap and water even after glue has dried hard.										
23	School Smart		Standard Staples, 210/strip	Box	5,261								
	Specify brand bid:	Model Bid	Box of 5,000.										
24	Elmer's	E-524	E-524 .77 oz. Washable gluestick	Each	5,198								
	Specify brand bid:	Model Bid	safe, non-toxic. Washes out with soap and water. Handy twist-up applicator.										
25	School Smart	32400	Binder clip, size: medium, width: 1-1/4", capacity: 5/8", black, box/12	Box	4,970								
	Specify brand bid:	Model Bid											
26	School Smart	240	Composition Book, 9.75x7.5, 60 sheet	Each	4,906								
	Specify brand bid:	Model Bid	marble composition book, black marble pattern covers are taped and sewn to 16 lb. white sulphite paper. Excellent for pen and pencil use. Usefule weights and measures information is printed on back cover, ruled 3/8"										
27	School Smart	54243	PPR Construction Paper 9x12, assorted	Pkg	4,721								
	Specify brand bid:	Model Bid	heavy weight groundwood construction paper high strength fiber. Recycled paper using chemical free process to ensure a cleaner environment. Pk50										
28	Flash		TI-73 Explorer Calculator	Each	4,661								
	Specify brand bid:	Model bid											

Attachment "A" Products List (continued - lines 29 - 37)					DISCOUNT FROM LIST PRICES		%		
Solicitation Number: 2213079					File No. T - 92090				
Name of Bidder:					Completed by:				
Line No.	Brand	Model	Product Description	UOM	Qty	Catalog Page No.	Catalog List Price	Unit Price	Extended Total
29	Elmer's	E-304NR	E-304NR 4 oz. school glue	Each	4,451				
	Specify brand bid:	Model bid	Launders out completely with soap and water even after glue has dried hard.						
30	School Smart		PPR Construction Paper 9 x 12, yellow	Pkg	4,426				
	Specify brand bid:	Model bid	heavy weight groundwood construction paper high strength fiber. Recycled paper using chemical free process to ensure a cleaner environment. Pk50						
31	School Smart	32403	Binder Clip, size: large, width: 2", capacity: 1". Black, box/12	Box	4,424				
	Specify brand bid:	Model bid							
32	Scotch	810	Scotch 810 magic tape, 3/4" x 36 yd. 1" core	Each	4,295				
	Specify brand bid:	Model bid							
33	School Smart	48273	Index Card, 4 x 6, white, blank, pk100 white 90# index stock.	Pkg	4,255				
	Specify brand bid:	Model bid							
34	School Smart	48267	Index Card, 3 x 5, white, blank, pk100 white 90# index stock.	Pkg	4,150				
	Specify brand bid:	Model bid							
35	Expo	80001	Expo II Dry Erase Marker, black chisel tip, individual marker	Each	4,116				
	Specify brand bid:	Model bid							
36	School Smart	6339	chart tablet, 24" x 32", ruling: 1", white bond paper spiral bound to stiff covers. two-hole punched to allow for hanging. 25 sheet count.	Each	4,038				
	Specify brand bid:	Model bid							
37	Crayola		Glue Stick .88 oz.	Each	3,941				
	Specify brand bid:	Model bid	Washable and non-toxic. Features a snap-on cap and a wide base to stand upright.						

Attachment "A" Products List (continued - lines 38-44)				DISCOUNT FROM LIST PRICES			%		
Solicitation Number: 2213079				File No. T - 92090					
Name of Bidder:									
Line Brand		Model	Product Description	UOM	Qty	Catalog Page No.	Catalog List Price	Unit Price	Extended Total
38	School	54216	PPR Construction Paper, 9x12, black P1450	Pkg	3,805				
	Specify brand bid:	Model bid	Heavy weight groundwood construction paper						
			High strength fibers. Recyclable paper						
			produced using a chemical-free process to ensure a cleaner environment.						
39	School Smart	39531	10021 10.5 x 8, 70ct., spiral notebook	Each	3,655				
	Specify brand bid:	Model bid	spiral bound composition book, white, 16 lb. bond eye-eze green tint paper, ruling: 11/32"						
			no. of subjects: one (1)						
40	Meriam Webster	MER-75	MER 75 Elementary Dictionary	Each	3,499				
	Specify brand bid:	Model bid	32,000 entries, approx. 624 pages, hard cover, 8-1/4" x 10-1/4"						
41	School Smart	69934	Vinyl binder, 1-1/2", color: blue	Each	3,441				
	Specify brand bid:	Model bid							
42	School Smart	54192	PPR Construction Paper, 9x12, blue, pk50	Pkg	3,313				
	Specify brand bid:	Model bid	Heavy weight groundwood construction paper. High strength fibers. Recycled paper is produced using a chemical-free process to ensure a cleaner environment.						
43	Fiskars		Fiskars, blunt, 5" kids, 94167096	Each	3,299				
	Specify brand bid:	Model bid							
44	School Smart	48276	Index Cards, 4x6, white, ruled, pk100	Pkg	3,271				
	Specify brand bid:	Model bid	white 90# index stock.						

Name of Catalog: _____

Catalog Date: _____